

22. Approve ranking list for RFP-4171-02/BJC - Wide Area Network (WAN) Managed Optical Services - Integration of existing equipment, authorize negotiations and award an agreement to Siemens Enterprise Networks LLC, Orlando (Not-to-Exceed \$221,777.00).

RFP-4171-02/BJC will provide for the integration of the existing Magellan Passport network, Cisco switches, and Video broadcast equipment without increasing the physical fiber plant; and successfully integrate a solution between the County Services Building (1101 E. 1st Street Sanford, Florida) and SOPS Building (150 Bush Blvd. Sanford, Florida). The integration/migration shall be in a manner that does not affect the operability and/or redundancy of the existing network. The solution will incorporate the connectivity of an additional Storage Area Network (SAN) located at 150 Bush Blvd, Sanford, Florida. The (2) SAN shall be connected using a minimum of dedicated 100Mbps TCP/IP over the proposed solution. This backbone link has a minimum capacity of OC-48 and is scalable to a higher platform without total replacement. It will support at least 4 separate protected channels initially and can be scalable to support a minimum of 16.

This project was publicly advertised and the County received four (4) proposals from the following firms (listed in alphabetical order):

- Global Partners in Networking, Inc., Orlando;
- NextiraOne, LLC, Sunrise;
- Siemens Enterprise Networks LLC, Orlando; and
- The Presidio Corporation, Lanham, MD.

The Evaluation Committee, which consisted of Greg Holcomb, Information Technologies Manager; David Johnson, Technology Engineer; Kim Patterson, Information Services Manager; Lucie Poynter, Technology Engineer and John Taylor, Principal Coordinator, evaluated the submittals.

The evaluation of the submittals was based on the following criterion:

Project Approach:

1. Project approach
2. Understanding of County needs and requirements
3. Innovations in providing solutions and savings
4. Flexibility for expansion and reconfiguration of system

Technical Specifications:

1. Proposed System Specifications
2. System Power Consumption
3. Commercial Power and Grounding Requirements
4. System Operating Environment
5. Air Conditioning Requirements

6. Equipment Dimensions and Weight and required Layout
7. Floor Loading Estimates

Options/Additional Considerations - Optional configurations and considerations that could meet the needs of Seminole County. Any incentive programs to accomplish all sites or a portion there of above and beyond this proposal should be included as an option. Any incentives to accomplish this solution will be considered.

Effectiveness of Technology:

1. Ability of proposed technology to accomplish County goals
2. Reliability and serviceability of proposed equipment
3. Ability to utilize existing County communications infrastructure
4. Cost for required maintenance and scheduled component replacement
5. County labor required to maintain and monitor the system.
6. Software Matrix
7. System

Fee Proposal:

Based on the evaluation, staff interviewed the following firms, listed in alphabetical order:

- NextiraOne, LLC, Sunrise;
- Siemens Enterprise Networks LLC, Orlando; and
- The Presidio Corporation, Lanham, MD.

The interviews allowed the Committee to further evaluate the capabilities of the firms and its team to provide the County the most advantageous solution. The Evaluation Committee recommends the Board to approve the following ranking, authorize negotiations with the top ranked firm and the second ranked firm, if negotiations with the top ranked firm fail.

1. Siemens Enterprise Networks LLC, Orlando;
2. NextiraOne, LLC, Sunrise; and
3. The Presidio Corporation, Lanham, MD.

This is a budgeted project and funds are available in account number 140200-56064000 (Division Operations, Machinery and Equipment). Information Technologies/Telecommunications and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the ranking, authorize negotiations and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation in terms and pursuant to the requirements of the RFP documents as long as the contract does not exceed \$221,777.00.

**B.C.C. - SEMINOLE COUNTY, FL
TABULATION SHEET**

RFP NUMBER: *RFP-4171-02/BJC – Seminole County Wide Area Network (WAN) Managed Optical Services – Integration of existing equipment project.*
DUE DATE: *September 18, 2002, at 2:00 P.M.*

Response 1	Response 2	Response 3	Response 4
Global Partners in Networking (GPN) 2603 Challenger Tech Court Orlando, Florida 32826 (407) 282-0664 – Phone (407) 282-2464 – Fax Nicolas Claude <i>Considered Non-Responsive for failure to comply with Proposal Security requirements of 5% of Price Proposal as required in the RFP documents.</i>	NextiraOne, LLC 1619 North Harrison Parkway Sunrise, Florida 33323-2802 (813) 986-8227 - Phone Jennifer Thomas	Siemens Enterprise Networks LLC 1800 Pembroke Drive, Suite 260 Orlando, Florida 32810 (407) 661-2268 – Phone (877) 544-9494 m- Fax Andrew M. Kasco	The Presidio Corporation 5100-J Philadelphia Way Lanham, MD 20706-0686 (301) 459-2200 – Phone (301) 459-2201 – Fax Jackie Arnett

Proposals are exempt from public access or disclosure

The evaluation criteria for this Request for Proposals/Qualifications are as follows:

Experience / Qualifications of the Firm 25%

- Experience in similar work
- Previous contracting experience with governmental entities
- Reliability of the firm
- Location of the firm and proximity to County facilities

Methodology 25%

- Project Approach
- Understanding of County needs and requirements
- Innovation in saving County money

- Flexibility for expansion and reconfiguration of system
Effectiveness of Technology 40%

- Ability of proposed technology to accomplish County goals
- Reliability and serviceability of proposed equipment
- Ability to utilize existing County communications infrastructure
- Cost for required maintenance and scheduled component replacement
- County labor required to maintain and monitor the system

Fees and Expenses 10%

Posted: 9/19/2002

Evaluation Committee Meeting: 10/08/2002 at 2:00 P.M. County Services Building

Presentations: November 1 & 4, 2002

Recommendation: 11/12/2002 - Siemens Enterprise Networks LLC

Presentation Ranking

**RFP-4171-02/BJC – Wide Area Network (WAN) Managed Optical Services
Integration of existing equipment**

	G. Holcomb	D. Johnson	K. Patterson	L. Poynter	J. Taylor	TOTAL	RANK
NextiraOne, LLC	1	1	2	2	2	8	2
Siemens LLC	2	2	1	1	1	7	1
Presidio Corp.	3	3	3	3	3	15	3

<i>Ranking</i>	<i>Firm</i>
1	Siemens Enterprise Networks LLC
2	NextiraOne, LLC
3	The Presidio Corp.

DRAFT**WIDE AREA NETWORK MANAGED OPTICAL SERVICES AGREEMENT (RFP-4171-02/BJC)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide wide area network managed optical services for Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONSULTANT under this

Agreement shall be in the form of written Notice to Proceed issued and executed by the COUNTY.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed _____.

SECTION 4. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of _____. CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee stated above. Compensation shall be paid to the CONSULTANT at the rates as shown on Exhibit "B," Rate Schedule attached hereto and incorporated herein.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

SECTION 5. BILLING AND PAYMENT.

(a) CONSULTANT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT during that month and for which the COUNTY is billed;

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Telecommunications Department
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

SECTION 6. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 5(b).

(b) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform

to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 7. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S performance of any of the services furnished under this Agreement.

SECTION 8. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONSULTANT's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by

CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

SECTION 9. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

SECTION 10. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT's Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the

Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 14. SUBCONTRACTORS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 15. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from,

or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 16. INSURANCE.

(a) General. The CONSULTANT shall at the CONSULTANT's own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full

compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the

CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the

United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT's insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 17. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment

Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 18. REPRESENTATIVE OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters

involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 20. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 21. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 22. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by

the COUNTY.

SECTION 23. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 24. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 25. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Telecommunications Department
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CONSULTANT:

SECTION 26. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any

other rights and remedies provided by law.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 28. CONFLICT OF INTEREST.

(a) The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

 , Secretary

(CORPORATE SEAL)

 By: _____, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
 SEMINOLE COUNTY, FLORIDA

 MARYANNE MORSE
 Clerk to the Board of
 County Commissioners of
 Seminole County, Florida.

By: _____
 DARYL G. MCLAIN, Chairman
 Date: _____

For the use and reliance
 of Seminole County only.
 Approved as to form and
 legal sufficiency.

As authorized for execution by
 the Board of County Commissioners
 at their _____, 20____,
 regular meeting.

 County Attorney
 AC/lpk
 7/25/02
 rfp-4171

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Rate Schedule

1. HISTORY

Seminole County is currently operating a 10 node OC3 ATM Network with T-1 Voice and 10MB Ethernet transport integration on one platform. Infrastructure and WAN needs have continued to expand to include a new project that at its completion will have added 2 new nodes for a total of 12. These passports comprise the backbone of the existing network and utilize OC3 ATM SONET protocol for transport between the nodes. T-1 for Voice and 10MB with limited 100MB Ethernet for data provides the path for end user connectivity and communication transfer. Seminole County Government currently has a Compaq SAN located at 1101 East First Street. In several locations Gigabit networks are in place internally but connect to the rest of the County through the 10MB Passport connections. Seminole County has come to a crossroad in that it must seek additional bandwidth/connectivity without increasing physical fiber plant/costs. A solution is now being sought that supports the County's current bandwidth/speed needs and the capability to provide growth and migration for new technologies for voice, data, video, LAN, and WAN services. Seminole County would like to take advantage of this opportunity and develop an ongoing relationship/partnership in the local geographic area that meets and/or exceeds our current support.

2. SCOPE OF WORK

PURPOSE AND OBJECTIVE

Seminole County's goal is to successfully integrate the existing Magellan Passport network, Cisco switches, and Video broadcast equipment without increasing the physical fiber plant. The purpose of this solicitation is to successfully integrate a solution between the County Services Building (1101 E. 1st Street Sanford, Florida) and SOPS Building (150 Bush Blvd. Sanford, Florida). The integration/migration MUST be in a manner that does not affect the operability and/or redundancy of the existing network. This may be accomplished by integration, replacement, and/or a combination thereof. Seminole County Government currently has a Compaq SAN located at 1101 East First Street. The solution provided will need to incorporate the connectivity of an additional SAN located at 150 Bush Blvd, Sanford, Florida. The (2) SAN must be connected using a minimum of dedicated 100Mbps TCP/IP over the proposed solution. This backbone link must have a minimum capacity of OC-48 and be scalable to a higher platform without total replacement. It must support at least 4 separate protected channels initially and be scalable to support a minimum of 16. The future growth of the LAN/WAN network will require these devices to also support a point-to-multipoint configuration. It will be necessary to satisfactorily demonstrate a plan to expand this solution one site at a time.

3. PROVISIONS OF EQUIPMENT/MATERIALS

REQUIREMENTS

The successful vendor must be able to support and provide the solutions to the ever-increasing need of integrated communications systems. These solutions should include network integration inclusive of the Voice, Data, and Video applications and transport products and the on-going support of the same.

SYSTEM ARCHITECTURE

The proposal must include a list and diagram of the equipment being proposed and its connectivity to the existing network.

SOFTWARE MATRIX

The proposal must include a list of the software being installed and activated.

EQUIPMENT PLATFORM

The 2 proposed platforms need to support all current protocols and connectivity for the WAN. In addition, it must integrate with the existing network, configured with the following connectivity as a minimum. Provided system will need a management platform that will interface with all provided equipment. This solution should take into account that there are currently two different management systems (CISCOWORKS and NORTEL OMS) that monitor different equipment on the network. It would be the desire that the management solution accomplishes overall management of the WAN equipment, existing and proposed. The management system should have historical tracking capabilities to perform traffic monitoring/shaping and all administrative/maintenance functions.

- Full Physical Redundancy
- 1 OC3/ATM SM Port
- 1 Gigabit Port
- 1 Video Port
- 1 Spare port of each for another connection for future growth
- 1 Redundant Central Processor
- 1 Redundant Power Supply
- OC-48 scalable to a higher platform without total replacement
- 4 separate protected channels scalable to support a minimum of 16

4. RESPONSIBILITY

The selected vendor will assume the responsibilities for all items inclusive in the following topics:

- System Engineering/Programming/Installation to insure design intent operation.
- Hardware Compatibility Common Equipment
- Hardware Compatibility Peripheral Equipment
- Hardware Compatibility Power Equipment
- System Capacities
- Network Terminating Capacity to all equipment
- Network Traffic Capacity
- Network Management Compatibility
- Memory Capacity
- Software Configuration Capacities
- System Specifications
- Power Supplies Requirements
- Maintenance/Warranty
- System Programming and Integration into existing network
- Training

5. MAINTENANCE

Seminole County has a current agreement with Sprint ANS for Nortel Front Line Support and Cisco utilizing Smartnet support on our network. It is the County's desire to accomplish the same and/or more support, locally for the platform selected. In the event of an emergency where local resources are not readily available, the County desires the ability for direct Factory Support. The selected Proposer must have certified technicians locally for on-site response, as necessary. Each Proposer must be able to demonstrate their expertise, stock availability, and historical maintenance practices in Central Florida as they pertain to the proposed platform maintenance. The County desires direct support with 30-minute off-site technical contact and 2-hour technical on-site response at a minimum. The selected Proposer should provide and will be reviewed by the following criteria:

- Number of installed Optical Devices.
- Local Optical presence/support capability.
- Network Operations Center location staffed with certified Optical Engineers.

All additional available maintenance offerings from each Proposer should be provided with pricing for further considerations.

6. EXISTING CONFIGURATION

Seminole County will provide information related to drawings, diagrams and configurations of the existing LAN/WAN network to facilitate design engineering and project planning at the Mandatory Pre-Proposal meeting scheduled for August 20, 2001 at 10:00 AM. Seminole County also encourages coordination directly with Nortel or a qualified representative to acquire knowledge and/or the current configuration above what is being provided. All components of the system were procured and installed with Nortel direct initially and then through Sprint as the authorized Distributor.

7. TRANSPORTATION AND HANDLING

The contractor shall be responsible for the shipment and delivery of all equipment and parts supplied. Any equipment lost and/or damaged during shipment or delivery shall be replaced at no cost to the County. All equipment shall be unloaded, unpacked, and transported on-site, under the supervision of the contractor. Any equipment damaged during handling shall be the responsibility of the Contractor and cause no additional cost to the County. Equipment received on site shall be stored at the designated site for installation. This storage shall be documented and coordinated by the Contractor. If storage of any equipment requires special handling, it is the responsibility of the contractor to outline these requirements prior to shipping.

8. TRAINING

The contractor shall provide the County, on all equipment and software being provided, on-site training to designated employees. Technical training shall include, but is not limited to, Installation, Operations and Maintenance, Database, and Networking for each major component of the system. It is our desire to obtain this formally and in addition to participate in On-the-job training (OJT) during implementation. This is not necessarily to be certified training, but rather technician training to accomplish owner maintained operations.

9. DOCUMENTATION

Complete technical documentation of all equipment and software is mandatory in a minimum of one copy on each equipment site with additional (2) CD-ROM copies. As-built documentation should be provided both electronically and hard copy. This should include a detailed equipment layout for each site, configuration records, and all hardware and software configurations. This shall include the existing WAN. All manuals/documents will be provided in a hard cover binder.

10. WARRANTY

Warranty on the vendor's solution should be a minimum of 1 year from the date of Seminole County's final acceptance. The equipment/software warranties should be a minimum of 1 year with the ability to renew on an annual basis.

11. ACCEPTANCE

Factory acceptance tests will be carried out as per the documented manufacturer's practices, to be provided as part of the submittal, on all equipment and software provided by the vendor. Final testing and customer acceptance will be accomplished at the installed location. All final system payments will be due within 30 days after the Final Acceptance by the County Project Manager.

Section 8
PERFORMANCE BOND
 (100% of Contract Price)
 Seminole County Contract No. RFP-4171-02/BJC

KNOW ALL MEN BY THESE PRESENTS: that

 (Name of CONTRACTOR)

 (Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter
 (Corporation, Partnership or Individual)

called Principal, and _____
 (Name of Surety)

 (Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of _____ DOLLARS, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than 100% of Contract Price.

Seminole County's Telephone Number: _____ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the miscellaneous improvements to multiple County owned buildings. Work described in RFP-4171-02/BJC.

Legal description of the property: **Multiple locations. Seminole County Buildings located in various locations within the County.**

General description of the Work: **Seminole County's goal is to successfully integrate the existing Magellan Passport network, Cisco switches, and Video broadcast equipment without increasing the physical fiber plant. The purpose of this solicitation is to successfully integrate a solution between the County Services Building (1101 E. 1st Street Sanford, Florida) and SOPS Building (150 Bush Blvd. Sanford, Florida). The integration/migration MUST be in a manner that does not affect the operability and/or redundancy of the existing network. This may be accomplished by integration, replacement, and/or a combination there of. Seminole County Government currently has a Compaq SAN located at 1101 East First Street. The solution provided will need to**

incorporate the connectivity of an additional SAN located at 150 Bush Blvd, Sanford, Florida. The (2) SAN must be connected using a minimum of dedicated 100Mbps TCP/IP over the proposed solution. This backbone link must have a minimum capacity of OC-48 and be scalable to a higher platform without total replacement. It must support at least 4 separate protected channels initially and be scalable to support a minimum of 16. The future growth of the LAN/WAN network will require these devices to also support a point-to-multipoint configuration. It will be necessary to satisfactorily demonstrate a plan to expand this solution one site at a time.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and
2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that COUNTY sustains resulting directly or indirectly from any breach or default by Principal under the Agreement, and
3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the COUNTY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Agreement and the Contract Documents of which the Agreement is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the COUNTY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the COUNTY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety

remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the principal shall be an automatic default under the Agreement.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____,
20_____.

ATTEST:

By _____
(Principal) Secretary

Name _____
(Type)
(Corporate Seal)

Witness to Principal

Name _____
(Type)

Witness to Principal

Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Name _____
(Type)
(Corporate Seal)

Witness as to Surety

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Principal (Contractor)

By _____

Name _____
(Type)
Title _____

Address _____

City/State/Zip _____

Surety

Phone No. _____
Fax No. _____

By _____
Attorney-in-fact

Name _____
(Type)

Address _____

City/State/Zip _____
Phone No. _____
Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Section 9
PAYMENT BOND
(100% of Contract Price)
Seminole County Contract Number: **RFP-4171-02/BJC**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter after called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

Surety's Telephone Number: _____

herein called Surety, are held and firmly bound unto _____
SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called
"COUNTY", in the sum of 100% of Contract Price \$ _____
in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Seminole County's Telephone Number: _____ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain Agreement with the COUNTY, dated the _____ day of _____, 20____ for
Work described in RFP-4171-02/BJC.

Legal description of the property: **Multiple locations. Seminole County Buildings located in
various locations within the County.**

General description of the Work: **Seminole County's goal is to successfully integrate the
existing Magellan Passport network, Cisco switches, and Video broadcast equipment
without increasing the physical fiber plant. The purpose of this solicitation is to
successfully integrate a solution between the County Services Building (1101 E. 1st
Street Sanford, Florida) and SOPS Building (150 Bush Blvd. Sanford, Florida). The
integration/migration MUST be in a manner that does not affect the operability and/or
redundancy of the existing network. This may be accomplished by integration,
replacement, and/or a combination there of. Seminole County Government currently has**

a Compaq SAN located at 1101 East First Street. The solution provided will need to incorporate the connectivity of an additional SAN located at 150 Bush Blvd, Sanford, Florida. The (2) SAN must be connected using a minimum of dedicated 100Mbps TCP/IP over the proposed solution. This backbone link must have a minimum capacity of OC-48 and be scalable to a higher platform without total replacement. It must support at least 4 separate protected channels initially and be scalable to support a minimum of 16. The future growth of the LAN/WAN network will require these devices to also support a point-to-multipoint configuration. It will be necessary to satisfactorily demonstrate a plan to expand this solution one site at a time.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that the CONTRACTOR shall promptly make payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall, within forty-five (45) days after beginning to furnish labor, Materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the Materials or supplies, or, with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the nonpayment. No action for the labor, Materials or supplies may be instituted against the CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the Materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

☐

IN WITNESS WHEREOF, this instrument is executed this _____ day _____ of _____, 20____.

ATTEST:

Principal

By _____
(Principal) Secretary

By _____

Name _____
(Type)
(Corporate Seal)

Name _____
(Type)

Title _____

Address _____

City/State/Zip _____

Witness to Principal

Name _____
(Type)

Witness to Principal

Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Name _____
(Type)

(Corporate Seal)

Surety

Phone No. _____

Fax No. _____

By _____
Attorney-in-fact

Witness as to Surety

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

Section 10
MATERIALS AND WORKMANSHIP BOND
(10% of Contract Price)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____, hereinafter referred to a "Principal" and _____, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of _____ and 00/100 dollars for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as RFP-4171-02/BJC and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated _____, 20____, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of one (1) year from the date of Completion of the work.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of one (1) year from the date of Completion of each Work Order, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this _____ day of _____, 20____.

Address:

Principal (SEAL)By: _____ Its: _____
(If a Corporation)ATTEST: _____ Its: _____
(If a Corporation)

Address:

Surety (SEAL)By: _____
Its Attorney-in-Fact

Phone No. _____

Fax No. _____

ATTEST: _____

Note: If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.